

**MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

**MANUEL H. LOPEZ, ON BEHALF
OF HIMSELF AND ALL OTHERS
SIMILARLY SITUATED**

**v.
H&R BLOCK, INC., ET AL.**

RESPONDENT,

APPELLANTS.

DOCKET NUMBER WD78465

DATE: March 8, 2016

Appeal From:

Jackson County Circuit Court
The Honorable S. Margene Burnett, Judge

Appellate Judges:

Division One: Anthony Rex Gabbert, Presiding Judge, Victor C. Howard, Judge and Cynthia L. Martin, Judge

Attorneys:

Norman E. Siegel, Kansas City, MO, for respondent.

Jeffrey J. Simon and Robert T. Adams, Kansas City, MO, for appellants.

MISSOURI APPELLATE COURT OPINION SUMMARY

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No. WD78465

Jackson County

Before Division One: Anthony Rex Gabbert, Presiding Judge, Victor C. Howard, Judge and Cynthia L. Martin, Judge

H&R Block, Inc., HRB Tax Group, Inc., and HRB Technology, appeal a trial court order denying a motion to compel arbitration because the arbitration provision is unconscionable. H&R Block argues that the arbitration provision set forth in a 2011 Client Service Agreement signed by Manuel H. Lopez is not unconscionable. H&R Block alternatively argues that unconscionable terms in the arbitration provision, if any, should have been severed.

Affirmed.

Division Two holds:

The trial court did not err in denying H&R Block's motion to compel arbitration, though for reasons other than those relied on by the trial court. Lopez signed a 2012 Client Services Agreement that provided for arbitration of any dispute with H&R Block, Lopez's claims against H&R Block fall within the scope of the 2012 Client Services Agreement, and Lopez exercised his right to opt out of arbitration in that agreement. Because Lopez opted out of arbitration for all disputes within the scope of 2012 Client Services Agreement, and Lopez's claims in this lawsuit fall within the scope of that agreement, Lopez cannot be compelled to arbitrate his claims against H&R Block. Thus, there is no need to address whether the arbitration provision in the 2011 Client Service Agreement is unconscionable.

Opinion by Cynthia L. Martin, Judge

March 8, 2016

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